



Hawaii Public Housing Authority  
State of Hawaii

## IFB PMB-2014-38

Invitation-for-Bids for the Provision of Tenant Recertification  
Services under the Federal Low Income Public Housing  
Program on the Island of Oahu

*Note: If this Invitation for Bids (IFB) was downloaded from the Hawaii Public Housing Authority website, interested bidders must provide the necessary contact information to the IFB Coordinator to be notified of changes and to ensure receipt of all applicable IFB information. Interested bidders are advised to complete the IFB Registration Form, email, fax or mail the form to the IFB Coordinator. The HPHA shall not be responsible for incorrect bid offers received as a result of missing addenda, clarifications, attachments or other pertinent IFB information not received by interested bidders.*

Issued December 12, 2014



DAVID Y. IGE  
GOVERNOR



HAKIM OUANSAFI  
EXECUTIVE DIRECTOR

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EXECUTIVE ASSISTANT

STATE OF HAWAII  
DEPARTMENT OF HUMAN SERVICES  
HAWAII PUBLIC HOUSING AUTHORITY  
1002 NORTH SCHOOL STREET  
HONOLULU, HAWAII 96817

Notice to Bidders  
(Chapter 103D, Hawaii Revised Statutes)

INVITATION FOR BIDS (IFB) No. PMB-2014-38

Notice is hereby given that pursuant to Chapter 103D, Hawaii Revised Statutes, the Hawaii Public Housing Authority (HPHA), will be accepting sealed bids for the **Provision of Tenant Recertification Services under the Federal Low Income Public Housing Program on the Island of Oahu.**

The Invitation for Bids, Specifications, and Bid Offer Form may be picked up at the Contract and Procurement Office on Oahu located at 1002 North School Street, Building D, Honolulu, Hawaii 96817 beginning Friday, December 12, 2014. Sealed bids must be received at 1002 North School Street, Building D, Central Files Office no later than 10:00 a.m. Hawaii Standard Time (HST) on Monday, January 5, 2015. Public opening of bids will commence at 10:15 a.m. HST on Monday, January 5, 2015 at the Contract and Procurement Office.

The HPHA will conduct a Pre-Bid Conference at 1:00 p.m. HST on Wednesday, December 17, 2014 at the HPHA Building E Conference Room, 1002 North School Street, Honolulu, Hawaii 96817. Teleconference arrangements may be available during the Pre-Bid Conference session upon request to the IFB Coordinator no later than 3:00 p.m. HST on Friday, January 2, 2014. All interested bidders are strongly encouraged to attend the Pre-Bid Conference. There will not be a site visitation following the Pre-Bid Conference.

The HPHA reserves the right to reject any or all bids and to accept the bids in whole or part in the best interest of the State. If you have any questions, please contact Ms. Tammie Wong, IFB Coordinator at (808) 832-6090.

HAWAII PUBLIC HOUSING AUTHORITY

Hakim Ouansafi  
Executive Director



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8.	Sample Contract – Attachment S5, Special Conditions	For Bidder's information
9.	State General Conditions, AG-008 103D General Conditions	For Bidder's information
10.	General Conditions, Federal Form HUD 5370-C	For Bidder's information
11.	Instructions to Offerors, Form HUD 5369-B	For Bidder's information
12.	Certification and Representations of Offerors, Form HUD 5369-C	Due January 5, 2015
13.	2014 and 2015 Hawaii State Government Observed Holidays	For Bidder's information

# **Section 1**

## **Administrative Overview**

## **Section 1**

### **Administrative Overview**

#### **I. Authority**

This Invitation-For-Bids (IFB) is issued under the provisions of Chapter 103D, Hawaii Revised Statutes (HRS), and the related Hawaii Administrative Rules (HAR). The United States Department of Housing and Urban Development (HUD) regulations shall apply when the Contract executed includes an allocation of Federal funds. Prospective bidders are held responsible for presumptive knowledge of all requirements of the cited authorities; the submission of a bid offer by a bidder shall constitute admission of such knowledge.

#### **II. IFB Organization**

This IFB is organized into five (5) sections:

- |           |   |
|-----------|---|
| Section 1 | Administrative Overview – Provides interested bidders with an overview of the procurement process   |
| Section 2 | Specifications – Provides interested bidders with a general description of the tasks to be performed, delineates applicant responsibilities, and defines deliverables (as applicable) |
| Section 3 | Bid Offer Form and Instructions – Describes the required format and content for the bid   |
| Section 4 | Bid Evaluation & Award – Describes how the bids will be evaluated by the State Contracting Office   |
| Section 5 | Attachments   |

#### **III. Contracting Office**

The Contracting Office is responsible for overseeing the procurement and the Contract resulting from this IFB. The contact information for the Contracting Office is as follows:

Hawaii Public Housing Authority  
Contract & Procurement Office  
1002 North School Street, Bldg. D  
Honolulu, Hawaii 96817  
Telephone: (808) 832-6038  
Fax: (808) 832-6039

The designated IFB Coordinator for this solicitation is as follows:

Ms. Tammie Wong  
Contract & Procurement Office  
Hawaii Public Housing Authority  
1002 North School Street, Bldg. D  
Honolulu, Hawaii 96817  
Telephone: (808) 832-6090  
Email: tammie.y.wong@hawaii.gov

The HPHA reserves the right to change the IFB Coordinator without notice.

The office responsible for monitoring the services performed under the Contract is the Property Management and Maintenance Services Branch. The designated Contract Administrator for this solicitation is as follows:

Ms. Joanna Renken  
Property Management and Maintenance Services Branch  
Hawaii Public Housing Authority  
1002 North School Street, Bldg. E  
Honolulu, Hawaii 96817  
Telephone: (808) 832-4675

Any changes to the Contract Administrator or her designated representative shall be provided in writing to the Successful Bidder. The HPHA reserves the right to change the Contract Administrator and shall be responsible to notify the Successful Bidder.

#### **IV. Procurement Timeline**

<u>Activity</u>	<u>Scheduled Dates</u>
Public Notice Announcing IFB	Dec. 12, 2014
Distribution of Bid Specs/Bid Offer Form	Dec. 12, 2014
Pre-Bid Conference	Dec. 17, 2014
Written Questions Due to the HPHA	Dec. 19, 2014
Written Responses Due from the HPHA	Dec. 23, 2014
Bid Submittal Deadline	Jan. 5, 2015 at 10:00 a.m. HST
Bid Opening	Jan. 5, 2015 at 10:15 a.m. HST
Notice of Award	January 2015
Contract Execution	January 2015
Contract Start Date	February 1, 2015 or Upon Issuance of Notice to Proceed

The HPHA reserves the right to amend or revise the timetable without prior written notice. Contract execution and start date are subject to the availability of funds.

## **V. Pre-Bid Conference**

Interested bidders are strongly encouraged to attend the Pre-Bid Conference scheduled at 1:00 p.m. HST on Wednesday, December 17, 2014 located at the HPHA Building E Conference Room, 1002 North School Street, Honolulu, Hawaii 96817. Teleconference arrangement may be available during the Pre-Bid Conference session upon request, please contact IFB Coordinator no later than 3:00 p.m. HST on Friday, January 2, 2015 to request for teleconference arrangements. Attendance at the Pre-Bid Conference is not required in order to submit a bid offer.

Impromptu questions will be permitted at the Pre-Bid Conference and verbal answers will be provided. Verbal answers provided by the HPHA are not binding and only intended as general guidance purposes. Formal written responses to substantive questions will be provided to each registered interested bidder as set forth in Section VI below. Any changes required will be issued as an addendum to the IFB.

## **VI. Submission of Questions**

Interested bidders may submit written questions to the IFB Coordinator identified in Section III of this IFB. The deadline for submission of written questions is 4:30 p.m. HST on Friday, December 19, 2014. All written questions will receive a written response from the HPHA. The HPHA's response to written questions shall be issued in an addendum and sent to all registered interested bidders via mail, electronic mail, or facsimile no later than Tuesday, December 23, 2014.

## **VII. Submission of Sealed Bids**

**A. Forms/Formats.** The Bid Offer Form is attached in Section 5 of this IFB. See Attachment 2.

Bidders shall follow the U.S. Department of Housing and Urban Development's Instructions to Offerors Non-Construction form HUD 5369-B and Certifications and Representations of Offers Non-Construction Contract, Form HUD 5369-C. The instructions can be downloaded from HUDClips at [www.hudclips.org](http://www.hudclips.org) and is attached in Section 5 of this IFB. See Attachments 11 and 12.

**B. Bid Submittal.** Sealed bids must be hand delivered or postmarked by United States Postal Service (USPS) and delivered to the HPHA Central Files Office located at 1002 North School Street, Building D, Honolulu, Hawaii 96817 no later than 10:00 a.m. HST on Monday, January 5, 2015. Other methods of delivery services shall be considered hand deliveries and considered submitted on the actual date and time received at the HPHA Central Files Office. Sealed bids postmarked prior to the specified bid due date and time but received after the specified bid due date and time shall be considered late and shall be rejected. **Electronic mail or facsimile submissions of the Bid Offer shall not be accepted.**

Bids offers shall be submitted in a sealed envelope identified as a sealed bid in response to this IFB (IFB No. PMB-2014-38). Any bid documents submissions not sealed and identified with the IFB number on the envelope or submitted via electronic mail or facsimile shall be automatically rejected. There shall be no exceptions to this requirement.

- C. Wages and Labor Law Compliance.** Prior to entering into a Contract in excess of \$25,000, the Successful Bidder shall certify compliance with section 103-55, HRS, Wages, hours, and working conditions of employees of contractors performing services. Section 103-55, HRS, provides that the services to be performed shall be performed by employees paid at wages not less than wages paid to public officers and employees for similar work. Bidders are further advised that in the event of an increase in wages for public employees performing similar work during the period of the Contract, the Successful Bidder shall be obligated to provide wages not less than those increased wages. Bidders shall complete and submit the attached Wage Certification certifying that the services required will be performed pursuant to section 103-55, HRS. See Attachment 1.

The Successful Bidder shall be obligated to notify his/her employees performing work under the Contract of the provisions of section 103-55, HRS, and current wage rates for public employees performing similar work. The Successful Bidder may meet this obligation by posting a notice to this effect at the Successful Bidder's place of business in an area accessible to all employees.

- D. Confidential Information.** If a bidder believes that any portion of a bid contains information that should be withheld as confidential, the bidder may request in writing for nondisclosure of designated proprietary data and provide justification to support confidentiality. Such data shall accompany the bid, clearly marked, and shall be readily separable from the bid documents to facilitate eventual public inspection of the non-confidential sections of the bid documents. Nondisclosure of requested information is subject to Chapter 92F, HRS, and is discoverable unless exempted by law. **Note that price is not considered confidential and shall not be withheld.**

## **VIII. Discussion with Bidders Prior to Bid Submission**

Discussions may be conducted with potential bidders to promote understanding of the HPHA requirements.

## **IX. Opening of Bids**

All bid submissions shall be date and time stamped by the HPHA upon receipt of the bid submittal at the designated location. Bid submissions include bid offers, modifications to bids, and withdrawals of bid offers. All bid submissions received shall be held in a secure place by the HPHA and shall not be opened and examined for evaluation purposes.

until after the bid opening. Procurement files shall be open to public inspection **after a Contract has been awarded and executed by all parties.**

Sealed bids received by the due date and time shall be opened publicly. Public bid opening will commence at 10:15 a.m. HST on Monday, January 5, 2015 at the HPHA Contract and Procurement Office, 1002 North School Street, Building D, Honolulu, Hawaii 96817.

In the unlikely event that the HPHA received a bid that was misplaced or mishandled through no fault of the bidder, the HPHA shall publicly open the bid as soon as possible, inform all bidders about the additional bid and the bid price. Said bid shall only be opened if there is clear evidence that the bid was received at the HPHA by the posted due date and time and that the bid was not opened during the posted bid opening date and time.

#### **X. Additional Materials and Documentation**

Bidders shall demonstrate that they have the necessary skills, abilities, knowledge, and experience for the delivery of the specified services. Bidders shall provide the following additional materials in the bid submission:

1. Copy of Occupancy and Rent Calculation Certificate or equivalent certification for personnel to be assigned to this project if awarded.
2. Resume of all personnel whom are potential candidates assigned to the resulting Contract if awarded.

All other unsolicited documentation, literature or samples received as part of the bid submission shall not be examined or tested, and will not be deemed to vary any of the provisions of this IFB.

#### **XI. IFB Amendments**

The HPHA reserves the right to amend this IFB at any time prior to the closing date for the final revised bids or as allowed under section 3-122, HAR. Interested bidders registered with the HPHA using the IFB Registration Form will be notified of all amendments through written communication which may include electronic mail, facsimile, or USPS.

#### **XII. Cancellation of the Invitation for Bids**

The IFB may be canceled and any or all bids may be rejected in whole or in part at the sole discretion of the HPHA when it is determined to be in the best interest of the State.

### **XIII. Costs for Bid Preparation**

All costs incurred by bidders in the preparation and submission of bids are the sole responsibility of the bidders. All costs incurred by the Successful Bidder prior to the execution of a Contract are not eligible for reimbursement.

Costs incurred in connection with the review, inspection and verification of information provided in the Bid Offer Form shall be the sole responsibility of the bidder.

Bidders shall agree that the HPHA is provided with the authorization(s) necessary to verify information provided in the Bid Offer Form.

### **XIV. Modification of Bids**

Bids submitted may be modified prior to the established due date and time by the following documents in accordance with section 3-122-16.07, HAR:

- (1) A written notice accompanying the actual modification received in the HPHA Central Files Office, stating that a modification to the bid is submitted.
- (2) A facsimile or electronic written notice submitted either by facsimile machine or electronic mail to the IFB Coordinator. Bidder shall submit the original signed written notice and modification to the HPHA Central Files Office within two (2) working days of receipt of the facsimile or the electronic transmittal. If the written notice is submitted less than two (2) working days prior to the established due date and time for the receipt of bid offers, the bidder shall submit the original signed written notice and the modification to the HPHA Central Files Office no later than the established due date and time for receipt of bid offers.

Modified bid offers shall be submitted in a sealed envelope identified as a modified sealed bid in response to this IFB (IFB No. PMB-2014-38).

### **XV. Withdrawal of Bids**

Bids submitted may be withdrawn prior to the established due date and time by the following documents in accordance with section 3-122-16.07, HAR:

- (1) A written notice received by the IFB Coordinator; or
- (2) A notice by facsimile machine or electronic mail to the IFB Coordinator.

### **XVI. Late Withdrawal and Late Modification**

Any notice of withdrawal or notice of modification of a bid with the actual modification is considered late when received by the HPHA after the established due date and time.

A late modification will not be considered for award.

Acceptance of a late withdrawal request shall be at the sole discretion of the HPHA Procurement Officer.

## **XVII. Mistakes in Bids**

While bidders are bound by their bids, circumstances may arise where a correction or withdrawal of bids is proper. An obvious mistake in a bid may be corrected or withdrawn, or waived by the HPHA to the extent that it is not contrary to the best interest of the STATE or to the fair treatment of other bidders. Mistakes in bids shall be handled in accordance with section 3-122, HAR and the HUD requirements pursuant to HUD Handbook 7460.8.

## **XVIII. Rejection of Bids**

The HPHA reserves the right to consider as acceptable only those bids submitted in accordance with all requirements set forth in this IFB and demonstrate an understanding of the service specifications. All bids offering terms and conditions contradictory to those included in this IFB may be rejected without further notice.

A bid may be automatically rejected if it is:

1. Unreasonable in Price: A bid is unreasonable in price, if a) the bid price when compared with price submissions of other prospective bidders, prior contract prices, and/or prices available on the open market is grossly unbalanced, or b) the bid is determined by the HPHA to be unreasonable in price, including the total bid price and unit prices.
2. Materially unbalanced: A bid is materially unbalanced, if a) there is a reasonable doubt that the bid would result in the lowest overall cost, even though it is the lowest bid, or b) the bid is so grossly unbalanced that its acceptance would be tantamount to allowing an advance payment. An example of a materially unbalanced bid is one where the bid is set at a very high price for the first item and subsequent items are set at extremely low prices.

All bid offers submitted in a manner which alters the Bid Offer Form or does not conform to the format and instructions provided shall be determined non-responsive.

## **XIX. Notice of Award**

An award, if made, shall be as follows:

1. Awarded to the responsible and responsive bidder submitting the lowest Grand Total Unit Bid Price as submitted on the Bid Offer Form. The Grand Total Unit Bid Price is the sum of all the Total Unit Bid Prices for all case categories in the

Initial 12-Month Period, Option Year 1, and Option Year 2. See Attachment 2. The Bid Price Per Case (unit bid price) for each case category shall be inclusive of labor, material, equipment, applicable taxes, and any other costs incurred in the performance of the Contract. A bidder shall submit a unit bid price for all case categories and complete the Bid Offer Form in its entirety to be considered responsive; and

2. In the case of a tie, award shall be made to the current service provider provided that it is one of the tied bidders and whose performance under the current contract indicates that the current service provider is responsible. If the current service provider is not a tied bidder, award shall be determined by the flip of a coin or some other random means of selection.

The Contract awarded resulting from this solicitation is subject to the approval of the Department of the Attorney General and other approvals as required by the statutes, regulations, rules, orders or other directives, including the approval of HUD.

The resulting Contract is an indefinite quantity contract. There is no commitment by the HPHA as to the minimum and maximum number of cases to be serviced by the Contractor.

Services shall not be undertaken by the Successful Bidder until upon receipt of the HPHA's issuance of the Notice to Proceed. The HPHA is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Successful Bidder prior to the date of the Notice to Proceed.

In accordance with section 3-122-112, Hawaii Administrative Rules (HAR), Responsibility of Offerors, the Successful Bidder shall produce documents to the Procurement Officer to demonstrate compliance with applicable rules and statutes. The Successful Bidder receiving an award shall be required to enter into a formal written contract with the HPHA. The general conditions of the Contract are attached and service specifications are included herein. See Attachments 9 and 10.

## **XX. Protests**

An actual or prospective bidder may protest the solicitation or award of services only for a serious violation of procurement policies and operational procedures. Only the following matters may be protested:

1. A state purchasing agency's failure to follow procedures established by Chapter 103D, HRS;
2. A state purchasing agency's failure to follow rules established by Chapter 103D, HRS; or

3. A state purchasing agency's failure to follow procedures, requirements, or evaluation criteria in the solicitation issued by the state purchasing agency.

Pursuant to HRS §103D-701, an actual or prospective offeror who is aggrieved in connection with the solicitation or award of a contract may submit a protest. A protest shall be submitted in writing within five (5) working days after the aggrieved person knows or should have known of the facts giving rise thereto; provided that a protest of an award or proposed award shall be submitted within five (5) working days after the posting of award of the Contract. The Notice of Protest shall be mailed by USPS or hand delivered to the Head of the State Contracting Agency conducting the protested procurement and the Procurement Officer who is conducting the procurement. Delivery services other than USPS shall be considered hand deliveries and considered submitted on the date of actual receipt by the State Contracting Office.

The notice to award, if any, resulting from this solicitation shall be posted on the Procurement Reporting System on the State Procurement Office website:  
<http://www.hawaii.gov/spo2/source/>.

<b>Head of State Contracting Office</b>		<b>Procurement Officer</b>	
Name:	Mr. Hakim Ouansafi	Name:	Mr. Rick T. Sogawa
Title:	Executive Director	Title:	Procurement Officer
Mailing Address:	P.O. Box 17907 Honolulu, Hawaii 96817	Mailing Address:	P.O. Box 17907 Honolulu, Hawaii 96817
Business Address:	1002 North School Street Honolulu, Hawaii 96817	Business Address:	1002 North School Street Honolulu, Hawaii 96817

## **XXI. Availability of Funds**

All bidders and the Successful Bidder is hereby notified that the award of a Contract and any subsequent Contract renewal or extension is subject to allotments made by the Director of Finance, State of Hawaii, pursuant to Chapter 37, HRS, and is subject to the availability and allocation of State and/or Federal funds. The HPHA shall retain the authority to cancel an award and/or not exercise the option periods due to the lack of available funds.

Nothing in this IFB shall be construed to obligate the State of Hawaii or the HPHA to pay for tenant recertification services with State funds allocated for other purposes.

## **XXII. Monitoring and Evaluation**

The Successful Bidder's performance of the Contract will be monitored and evaluated by the Contract Administrator. The HPHA shall provide the Successful Bidder with a copy of monitoring reports for their information and to take corrective action as appropriate.

Failure to comply with all material terms of the Contract may be cause for suspension or termination as provided in the General Conditions. The Successful Bidder may be

required to submit additional written reports, including a corrective action plan, in response to monitoring conducted by the HPHA. These additional reports shall not be considered a change to the Scope of Work of the Contract and shall continue for the duration of time as deemed necessary by the HPHA.

### **XXIII. General and Special Conditions of Contract**

The State and Federal General Conditions that will be imposed contractually are included as attachments. See Attachments 9 and 10. The State General Conditions may be found on the SPO website at [www.spo.hawaii.gov](http://www.spo.hawaii.gov).

The HPHA may also impose contractually any necessary special conditions deemed necessary. See Attachment 8. In the case of a conflict between the Special Conditions and the General Conditions, the Special Conditions shall apply.

The HPHA reserves the right to make modifications to the scope of work and or reporting requirements arising from unforeseeable conditions, including, but not limited to new and or revised regulations related to tenant recertifications.

The resulting Contract is an indefinite quantity contract. There is no commitment by the HPHA as to the minimum and maximum number of cases to be serviced by the Contractor during the performance period.

### **XXIV. Cost Principles**

The HPHA shall utilize standard cost principles in section 3-123, HAR, which are available on the State Procurement Office website. Nothing in this section shall be construed to create an exemption from any cost principle arising under the Federal and State laws.

(END OF SECTION)

## **Section 2**

# **Specifications**

## **Section 2**

### **Specifications**

#### **I. Introduction**

##### **A. Purpose or need**

The Hawaii Public Housing Authority (HPHA) intends to procure services to assist in the completion of federal low income public housing annual tenant recertifications. Annual tenant recertification is required to verify and recertify tenant family composition and income in order to recalculate the tenant's total tenant payment, tenant rent and the assistance payment provided by the U.S. Department of Housing and Urban Development (HUD). To ensure that low income public housing residents pay rents commensurate with their ability to pay, a recertification of family income and composition shall be completed at least annually by the tenant's recertification anniversary date.

Each recertification case may vary in complexity and may require one or more interim and or annual recertification(s) to bring the case current. A recertification case is classified to be current when all required prior anniversary year interim and annual recertification(s) are completed and the case is within 12 months of the upcoming annual recertification anniversary date.

##### **B. Area of Service**

This solicitation is for tenant recertification services under the Federal low income public housing program on the Island of Oahu. Service location may be at any of the Asset Management Project (AMP) locations listed below:

AMP No.	Project Name	Office Address	City
30	Puuwai Momi	99-132 Kohomua Street	Aiea
31	Kalihi Valley Homes	2250 Kalena Drive	Honolulu
32	Mayor Wright Homes	521 North Kukui Street	Honolulu
33	Kamehameha Homes	1541 Haka Drive	Honolulu
34	Kalakaua Homes	1545 Kalakaua Ave.	Honolulu
35	Kalanihuia	1220 Aala Street	Honolulu

##### **C. Funding source and period of availability**

Funds are subject to appropriation by HUD, the State Director of Finance and allocation by the Governor and/or State Legislature. Funding and period of availability may change upon notice by the STATE to the HPHA.

**It is understood that no award shall be binding unless the HPHA and/or the State Comptroller indicate that there is available and unexpended appropriation or balance of an appropriation over and above all outstanding contracts sufficient to cover the amount required by the Contract. All** Contract entered into as a result of this IFB is binding only to the extent that funds are certified as available and that the availability of funds in excess of the amount certified as available shall be contingent upon future appropriations or special fund revenues. The use of Federal funds may require the prior written approval of HUD.

If there should be insufficient funds for any portion of the remainder Contract period beyond the initial 12-month period, the STATE may terminate the Contract or revise the amount/quantity of services required without penalty. Services will be reduced or rescheduled at the same bid price.

The HPHA reserves the right to pay for the services rendered using available State and/or Federal funding sources. All additional services purchased under the terms of the Contract awarded resulting from this IFB shall be at the same accepted bid offer rates.

## **II. General Requirements**

### **A. Qualifying requirements**

1. The Successful Bidder shall comply with the Chapter 103D, HRS, Cost Principles for Purchase of Goods and Services and applicable HUD rules. The Successful Bidder for Federal properties shall also comply with applicable HUD rules at Handbook No. 2210.18.
2. The Successful Bidder must have no outstanding balances owing to the HPHA. Exceptions may be granted by the Executive Director of the HPHA for debts recently acquired and for debts which have a repayment plan approved by the Executive Director of the HPHA.
3. The Successful Bidder shall, upon award of the Contract, furnish proof of compliance with the requirements of section 3-122-112, HAR:
  - a. Chapter 237, HRS, tax clearance;
  - b. Chapter 383, HRS, unemployment insurance;
  - c. Chapter 386, HRS, workers' compensation;
  - d. Chapter 392, HRS, temporary disability insurance;
  - e. Chapter 393, HRS, prepaid health care; and
  - f. One of the following:

- i. The Successful Bidder shall be registered and incorporated or organized under the laws of the State of Hawaii as a “Hawaii business” as follows:

**Hawaii business.** A business entity referred to as a “Hawaii business” is registered and incorporated or organized under the laws of the State of Hawaii. As evidence of compliance, the Successful Bidder shall submit a CERTIFICATE OF GOOD STANDING issued by the Department of Commerce and Consumer Affairs Business Registration Division (BREG). A Hawaii business that is a sole proprietorship, however, is not required to register with the BREG, and therefore not required to submit the certificate. A Successful Bidder’s status as sole proprietor or other business entity and its business street address indicated on the Successful Bidder Form page 1 will be used to confirm that the Successful Bidder is a Hawaii business; or

- ii. The Successful Bidder shall be registered to do business in the State of Hawaii as a “compliant non-Hawaii business” as follows:

**Compliant non-Hawaii business.** A business entity referred to as a “compliant non-Hawaii business,” is not incorporated or organized under the laws of the State of Hawaii, but is registered to do business in the State. As evidence of compliance, the Successful Bidder shall submit a *CERTIFICATE OF GOOD STANDING*.

The above certificates should be applied for and submitted to the HPHA as soon as possible. If a valid certificate is not submitted on a timely basis for award of a Contract, a bid otherwise responsive and responsible may not receive the award.

#### 4. Certifications of Eligibility

**Bidders shall submit the following documents with their bid offer to the HPHA to demonstrate compliance with Federal and State laws:**

- a. Tax Clearance, Form A-16;
- b. Department of Labor and Industrial Relations, Application for Certification of Compliance, Form LIR #27; and
- c. Certificate of Good Standing issued by the Department of Commerce and Consumer Affairs Business Registration Division (BREG).

Instead of separately applying for these (paper) certificates at the various State and Federal agencies, the HPHA recommends that bidders use the Hawaii Compliance Express (HCE), which allows business to register online through a simple wizard interface at:

<http://vendors.ehawaii.gov/hce/splash/welcome.html>

The HCE is hosted by the Hawaii Information Consortium, LLC (HIC) and provides the applicant with a "Certificate of Vendor Compliance" with current compliance status as of the issuance date, accepted for both contracting purposes and final payment. Bidders electing to use the HCE services will be required to pay an annual subscription fee of \$12.00 to the HIC.

5. Indemnification

The Successful Bidder shall defend, indemnify, and hold harmless the State of Hawaii, the HPHA, its elected and appointed officials, officers, and employees from and against all liability, loss, damage, cost, and expense, including all attorney fees and all claims, suits, and demands arising out of or resulting from the acts or omissions of the Successful Bidder or the Successful Bidder's officers, employees, agents or subcontractors.

6. Insurance Requirements

Within fifteen (15) days after award of the Contract and prior to the execution of the Contract, the Successful Bidder shall furnish to the Contracting Officer valid certificate(s) of insurance as evidence of the following minimum insurance coverage requirements:

<u>Coverage</u>	<u>Limit</u>
<b>Commercial General Liability</b> (occurrence form)	<u>\$2,000,000.00</u> combined single limit per occurrence for bodily injury and property damage.
<b>Automobile Insurance</b> covering all owned, non-owned and hired automobiles.	Bodily injury liability limits of <u>\$1,000,000.00</u> each person and <u>\$1,000,000.00</u> per accident and property damage liability limits of <u>\$1,000,000.00</u> per accident OR  Combined single limit of <u>\$2,000,000.00</u> .
<b>Workers Compensation</b> as required by applicable State laws.	Insurance to include Employer's Liability. Both such coverages shall apply to all employees of the Successful Bidder and (in

case any sub-contractor fails to provide adequate similar protection for all his employees) to all employees of sub-contractors.

A certificate of insurance evidencing such insurance is required prior to commencement of services. The insurance policy required by the Contract shall contain the following clause:

“The State of Hawaii, the Hawaii Public Housing Authority, its elected and appointed officials, officers, and employees shall be named as additional insured, except for Professional Liability Insurance and Workers Compensation Insurance, as respect to operations performed for the State of Hawaii and HPHA under this Contract.”

The minimum insurance required shall be in full compliance with the Hawaii Insurance Code throughout the entire term of the Contract, including all Supplemental Contracts.

To satisfy the minimum coverage limits required by the Contract, the Successful Bidder may use an umbrella policy in addition to the mandatory insurance policies (i.e., General liability Insurance, Automobile Insurance, and Workers Compensation) provided that the HPHA approves, and the umbrella policy follows the underlying coverage forms.

Upon execution of the Contract, the Successful Bidder agrees to deposit with the HPHA, before the effective date of the Contract, valid certificate(s) of insurance necessary to satisfy the HPHA that the insurance provisions of the Contract have been complied with and to keep such insurance in effect and the certificate(s) on deposit with the HPHA during the entire term of the Contract. Upon request by the HPHA, the Successful Bidder shall furnish a copy of the policy or policies.

Failure of the Successful Bidder to provide and keep in force such insurance shall be regarded as material default under the Contract. The HPHA shall be entitled to exercise any or all of the remedies provided in the Contract for such default of the Successful Bidder.

The procuring of such required policy or policies of insurance shall not be construed to limit Successful Bidder's liability hereunder or to fulfill the indemnification provisions and requirements of the Contract.

Notwithstanding said policy or policies of insurance, the Successful Bidder shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with the Contract.

The HPHA is a self-insured State agency. The Successful Bidder's insurance shall be primary. Any insurance maintained by the State of Hawaii shall apply in excess of and shall not contribute with insurance provided by the Successful Bidder.

The Successful Bidder shall provide written notice to the HPHA of any cancellation or change in provisions thirty (30) calendar days prior to the effective date of such cancellation or change.

7. During the performance of the Contract, the Successful Bidder agrees not to discriminate against any employee or applicant for employment in compliance with State, Federal and local laws. Such actions shall include but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Successful Bidder shall insert similar provisions in all subcontracts.

8. Business Office

The Successful Bidder shall have a permanent office in the State where he/she conducts business and where he/she will be accessible in person or via telephone calls during normal Hawaii State government business hours from 7:45 a.m. to 4:30 p.m. HST to address requests that requires immediate attention. See Attachment 13 for 2014 and 2015 Hawaii State Government Observed Holidays. Answering services are not acceptable. A permanent office location and phone number shall be stated in the Bidder's bid offer.

9. Section 3 of the U.S. Housing Act of 1968

- a. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this Contract, the parties to this contract certify that they are under no contractual or other

impediment that would prevent them from complying with the part 135 regulations.

- c. The Successful Bidder agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Successful Bidder's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- d. The Successful Bidder agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Successful Bidder will not subcontract with any subcontractor where the Successful Bidder has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- e. The Successful Bidder will certify that any vacant employment positions, including training positions, that are filled (1) after the Successful Bidder is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Successful Bidder's obligations under 24 CFR part 135.
- f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

## **B. Type of Contract**

- 1. The Successful Bidder shall be required to enter into a formal written contract, Contract Based on Competitive Sealed Bids for Goods and Services, with the HPHA in accordance with the laws, rules and regulations of the State of Hawaii. See Attachments 3 – 8. The stated requirements appearing elsewhere in this IFB shall be incorporated and

shall become part of the terms and conditions of the Contract.

By submission of the bid offer, bidders warrant and represent that they have read and are familiar with the contractual and service requirements set forth in the IFB and its attachments, and the provisions of which are expressly incorporated into this IFB by reference.

All bid offers received shall become the property of the HPHA. The Successful Bidder's bid offer shall be incorporated into the resulting Contract by reference.

Subsequent to the award and within ten (10) days after the prescribed forms are presented for signature, the Successful Bidder shall execute and deliver to the HPHA a Contract in the form included in this IFB and in such number of copies as required by the HPHA.

2. Subcontracting

No work or services shall be subcontracted or assigned without the prior written approval of the HPHA. No subcontract shall under any circumstances relieve the Successful Bidder of his/her obligations and liabilities under the Contract with the HPHA. All persons engaged in performing the work covered by the Contract shall be considered employees of the Successful Bidder.

3. Contract Modification

The Contract may be modified only by a written document signed by the HPHA and personnel authorized to sign contracts on behalf of the Successful Bidder as designated in a Corporate Resolution.

4. Laws, Rules, Ordinances and Regulations

Reference to Federal, State, City and County laws, ordinances, rules and regulations and standard specifications in this IFB shall include all amendments thereto effective as of the date of this IFB.

5. Bonds

No performance or payment bond is required.

**C. Single or multiple contracts to be awarded**

☒ Single

☐ Multiple

☐ Single & Multiple

**D. Single or multi-term contracts to be awarded**

☒ Single term ( $\leq 12$  mos)                      ☐ Multi-term ( $> 12$  mos)

Initial term of contract:                      12 months  
Length of each extension:                      Up to 12 months  
Maximum length of contract:                      36 months

The initial contract period shall commence upon the HPHA's issuance of a Notice to Proceed. The following conditions must be met for an extension:

1. The Contractor experienced cost savings and has unexpended funds available that can be used to provide additional services; or
2. The HPHA determines there is an ongoing need for the services and has funds to extend services up twenty-four (24) months with no single extension period to exceed twelve (12) months. Contract extensions shall be awarded as agreed upon in the Primary Contract and in accordance with the accepted bid offer. Exceptions shall be granted upon satisfactory justification such as increase in cost of services or cost of living increase as provided herein; and
3. A Supplemental Contract must be executed prior to expiration of the Primary Contract; and
4. The HPHA may be required to obtain HUD approval if federal HUD funds are to be used ; and
5. The Contractor must obtain written approval and a Notice to Proceed by the STATE with the extension; and
6. The STATE has determined that the Contractor has satisfactorily provided services over the current Contract term; and
7. Necessary State and/or Federal funds are appropriated and allotted for an extension.

The Primary Contract shall be executed for a 12-month period effective upon the HPHA's issuance of a Notice to Proceed.

The option to extend the Contract will be exercised at the sole discretion of the HPHA. The Contract may be extended, without the necessity of rebidding, at the same rates as proposed in the accepted bid offer unless price adjustments are made and approved as provided herein.

The Successful Bidder shall provide the requested insurance information and a

completed wage certificate. The Successful Bidder is solely responsible for and shall pay the State of Hawaii general excise tax and all other applicable taxes.

**E. Statutory requirements of section 103-55, HRS**

Prior to entering into a Contract in excess of \$25,000, an interest bidder shall certify that it complies with section 103-55, HRS, wages, hours, and working conditions for employees of the Contractor performing the services. Section 103-55, HRS provides that the services to be performed shall be performed by employees paid at wages not less than wages paid to public officers and employees for similar work. Interested bidders are further advised that in the event of an increase in wages for public employees performing similar work during the period of the resulting Contract, the Successful Bidder shall be obligated to provide such increased wages.

Interested bidders shall complete and submit the attached Wage Certification by which the bidder certifies that the services required will be performed pursuant to section 103-55, HRS. See Attachment 1.

The HPHA has determined that work to be completed under the resulting Contract is similar to Public Housing Specialist positions; therefore, the Successful Bidder shall be required to pay their employees the prevailing State wages for work performed under the resulting Contract. The hourly wages paid to the State positions are as follows:

Position Classification	Hourly Rate (Effective 7/1/2014)
Public Housing Specialist I (SR-16)	\$18.01
Public Housing Specialist II (SR-18)	\$19.49

The Successful Bidder shall be further obligated to notify his/her employees performing work under the resulting Contract regarding the provisions of section 103-55, HRS, and the current wage rates for public employees performing similar work. The Successful Bidder may meet this obligation by posting a written notice to this effect in the Successful Bidder's place of business in an area accessible to all employees.

Interested bidders are strongly encouraged to account for salary increases as posted by the State Department of Human Resources Development (DHRD). **The HPHA will consider requests for increases as a result of wage increases to public officers and employees during the contract period or any option period that are not published.** At the release of this solicitation, the effective wages through December 31, 2015 for State employees performing similar work have been published by the DHRD.

If wages increased after the execution of the Contract, the Successful Bidder may request an increase in Contract price in order to correspondingly increase the wage of the bidder's employees performing the work, including any increase in costs for

benefits required by law that are automatically increased as a result of increased wages, such as federal old age benefits, workers' compensation, temporary disability insurance, unemployment insurance, and prepaid health insurance.

The Successful Bidder shall not be paid for any reimbursement of retroactive pay negotiated by the State. The Successful Bidder's request for the increase must meet the following criteria:

1. At the time of the bid offer, if the Successful Bidder's hourly wage rate is greater than the prevailing State wage, the Successful Bidder's requests for increase will not be considered.
2. At the time of the request, the Successful Bidder must or must have provided documentation to show that it is in compliance with section 103-55, HRS (i.e. its employees are being paid no less than the known wage of the State position listed herein). Documentation shall include the employee's payroll records and a statement that the employees are being utilized for the resulting Contract.
3. Request for an increase must be made in writing to the HPHA on a timely basis:
  - a. Request for increase for the initial Contract period must be made as soon as practicable after the State wage agreements are made public. Approved requests will be retroactive to the date of increase for the State employees with adequate documentation that the Successful Bidder provided its employees a wage increase.
  - b. Request for increase for an option period of the Contract must be made prior to the start of the option period. To obtain the current wage information download the information from the DHRD website at the following address:  
  
<http://dhrd.hawaii.gov/state-hr-professionals/class-and-comp/salary-schedules/>

It is the sole responsibility of the Successful Bidder to comply with section 103-55, HRS.

#### **F. Bid Price**

Bidders shall submit a Bid Price Per Case for each case category listed on the Bid Offer Form (9-12 months, 13-23 months, 24-36 months) for the Initial 12-Month Period, Option Year 1 and Option year 2. The bidder's Bid Price Per Case/unit bid price for each case within each case category shall be firm for the applicable Contract performance period and it shall be the all-inclusive cost to the HPHA,

including all labor, material, equipment, applicable taxes, and any other costs incurred for providing the services specified.

The bidder's Bid Price Per Case shall also include all administrative, personnel and all other associated cost increases for benefits required by law that are automatically increased as a result of increased wages, such as federal old age benefits, workers' compensation, temporary disability insurance, unemployment insurance, and prepaid health insurance.

Award shall be made to the responsible and responsive bidder submitting the lowest Grand Total Unit Bid Price as submitted on the Bid Offer Form. The Grand Total Unit Bid Price is the sum of all the Total Unit Bid Prices for all case categories in the Initial 12-Month Period, Option Year 1, and Option Year 2. See Attachment 2. A bidder shall submit a unit bid price for all case categories and complete the Bid Offer Form in its entirety to be considered responsive.

The HPHA does not guarantee the minimum and maximum number of cases to be serviced by the Successful Bidder under the resulting Contract. The HPHA shall notify the Successful Bidder should the need for the services arise. Bidders are encouraged to consider the appropriate staffing level necessary to provide the specified services to the HPHA to avoid financial/staffing hardships should a contract be awarded. Compensation for services shall be based on actual number of cases completed at the accepted unit bid price for each case category.

The HPHA is not responsible for and shall not pay overtime resulting from the Successful Bidder's scheduling of employees and meeting the case completion timeline. Bidders should account for any published wage increase in their bid offer. The HPHA shall not approve requests for contract adjustments due to wage increase during the term of the contract that are known. It is the sole responsibility of the Successful Bidder to comply with section 103-55, HRS.

In return for the bid price(s) submitted, the HPHA will purchase all required tenant recertification services herein from the Successful Bidder. However, an exception to this commitment may be granted by the Procurement Officer upon written notice to the Successful Bidder provided that the service is not suitable for the HPHA's purpose.

**G. Contract Price Adjustment (other than wage rate increase)**

Each bid offered herein shall be firm for the contract period.

**III. CONTRACT MONITORING & REMEDIES**

**A. Monitoring**

1. The satisfactory provision of goods and services shall be monitored by the

Contract Administrator and his/her designated representative(s). Performance will be monitored on an ongoing basis by the HPHA through desk monitoring, site inspection and/or other methods deemed as appropriate by the Contract Administrator and his/her designated representative(s).

2. Should the Successful Bidder fail to comply with the requirements of the Contract, the HPHA may request a written corrective action plan that shall include the corrective actions to be taken, a timeline for implementation, and the responsible parties. The HPHA will monitor the Successful Bidder for implementation of the corrective action plan. The HPHA reserves the right to request regular or additional reports on progress towards compliance with the Contract and the corrective action plan.
3. Should the Successful Bidder continues to fail to comply with the requirements of the Contract, the HPHA reserves the right to engage the services of another company to perform the services, to remedy the defect or failure and to deduct such costs from monies due to the Successful Bidder or to assess the Successful Bidder directly.
4. In the event the Successful Bidder fails, refuses, or neglects to perform the services in accordance with the requirements of this Invitation-for-Bids and the resulting Contract, the HPHA reserves the right to purchase in the open market, a corresponding quantity of services, and deduct from the Successful Bidder the costs from monies due or that may thereafter become due to the Successful Bidder; such costs may include the HPHA's cost of procuring such services. In the event that money due to the Successful Bidder is insufficient for this purpose, the Successful Bidder shall pay the difference upon demand by the HPHA. The HPHA may also utilize all other remedies provided under the Contract and by law and rules.

#### **B. Termination**

The HPHA reserves the right to terminate the Contract without penalty for cause or convenience as provided in the General Conditions.

#### **IV. SCOPE OF WORK**

Tenant recertification services to be contracted may include current recertification cases, between 9 to 12 months since the last completed annual recertification on file, or delinquent recertification cases, which are classified as 13 to 23 months and 24 to 36 months beyond the last completed annual recertification on file. In addition to the required annual recertification(s), interim recertification(s) are also required if the tenant incurred loss of income within each 12-month anniversary period.

Below are the estimated number of recertification(s) required for each case within each case category (9-12 Months, 13-23 Months, and 24-36 Months) to bring each case current and the maximum time frame requirement to complete the recertification(s) for each case within each category:

Description	9-12 Months	13-23 Months	24-36 Months
Estimated Number of Required Recertification(s) for Each Case	1	2	3
Max. Time Frame to Complete Each Case	4 weeks	8 weeks	12 weeks

**A. Management Requirements**

The Successful Bidder shall provide tenant recertification services, including without limitation:

1. Perform tenant recertification services at the designated HPHA Asset Management Project (AMP) management office location(s) specific to the case assignments received from the HPHA. Service locations may be at any of the AMP locations listed below:

AMP No.	Project Name	Office Address	City
30	Puuwai Momi	99-132 Kohomua Street	Aiea
31	Kalihi Valley Homes	2250 Kalena Drive	Honolulu
32	Mayor Wright Homes	521 North Kukui Street	Honolulu
33	Kamehameha Homes	1541 Haka Drive	Honolulu
34	Kalakaua Homes	1545 Kalakaua Ave.	Honolulu
35	Kalanihiua	1220 Aala Street	Honolulu

The HPHA shall provide the case assignments and specific AMP locations to the Successful Bidder with two (2) weeks advance notice prior to commencement of work at the designated HPHA Federal public housing management office location(s). Business hours are from 7:45am to 4:30pm Monday through Friday, excluding State holidays. See Attachments 13.

The Successful Bidder shall manage staff time/schedule necessary to complete the specified services within the allowable timeframe for each case category. The Successful Bidder's staff business hours may be revised with the prior approval of the HPHA. Weekend work shall be conducted only as necessary and upon approval of the HPHA. The HPHA is not responsible for and shall not pay overtime required to meet timelines.

2. Conduct Case Review and Preparation:

- a. Review each tenant recertification case and determine the number recertification(s) necessary to bring the case current.
  - (1) The number of recertifications required for each case is dependent on the number of months the case is past due and if the tenant had loss of income within each of the 12 month anniversary period.
  - (2) An annual recertification is required and shall be completed for each of the tenant's recertification anniversary date.
  - (3) An interim recertification is required if the tenant's income decreased within a 12- month anniversary period.
  - (4) Interim and annual recertifications shall be completed in chronological order with the most recent recertification being the last recertification to be completed.
  - (5) For example, if a case is 24 months delinquent, recertification processing is required for the first 12-month anniversary period and a second recertification processing is required for the second 12-month anniversary period for a total of 2 annual recertifications. If the tenant had a loss of income during the second 12-month anniversary period, then an interim recertification is required to be processed prior to the completion of the second annual recertification.
- b. Determine the need for an interpreter:
  - (1) Review Form DHS-5000 to determine the need for an interpreter.
  - (2) Arrange for interpreter services, if necessary, for the face-to-face interview appointment. The HPHA has an established language assess contract with Language Access Line. Interpreter services will be at no cost to the Successful Bidder.
- c. State Benefits System (HAWI) report review:
  - (1) HAWI report shall be conducted and reviewed prior to the face-to-face interview for the head of household.

- (2) HAWI report shall be obtained by the Successful Bidder as deemed appropriate by the HPHA or provided by the HPHA upon request of the Successful Bidder.
- (3) The Successful Bidder shall give the HPHA a minimum of 24 hours advance notice to generate/obtain the HAWI report for the Successful Bidder. Information to be provided shall include: tenant name, gender, date of birth and social security number.

d. Household income verification:

- (1) Verification of household income shall be conducted and reviewed prior to the face-to-face interview of each family member age 18 years or older.
- (2) Household income shall be verified using the HUD Enterprise Income Verification (EIV) system, Upfront Income Verification (UIV) system and Departmental public assistance offices, employer reports, tax returns, etc. for all.
- (3) Verification using the EIV shall be obtained by the Successful Bidder as deemed appropriate by the HPHA or provided by the HPHA upon request of the Successful Bidder.
- (4) The Successful Bidder shall give the HPHA a minimum of 24 hours advance notice to generate/obtain the EIV report for the Successful Bidder. Information to be provided shall include: tenant name, gender, date of birth and social security number of each family member age 18 years or older.

e. Criminal background check:

- (1) A criminal background check shall be conducted and reviewed prior to the face-to-face interview of each family member age 18 years or older.
- (2) The HPHA shall provide the criminal background check to the Successful Bidder.
- (3) The Successful Bidder shall give the HPHA a minimum of 24 hours advance notice for criminal background checks. Information to be provided shall include: tenant name,

gender, date of birth and social security number of each family member age 18 years or older.

- (4) The Successful Bidder shall notate in the tenant file if there are criminal records or no criminal records. The criminal background check document(s) shall not be included in the tenant file.
3. Schedule, generate and mail appointment letter(s) to tenants requiring face-to-face interview and recertification processing:
  - a. First Appointment Letter:
    - (1) Standard form letter shall be generated using the HPHA Emphasys Elite System ("Elite").
    - (2) Include the necessary number of Family Update Forms with the letter for mail out. One Family Update Form is required for each recertification period.
    - (3) The Successful Bidder shall ensure that all family members age 18 years or older are present at the time of the face-to-face interview.
  - b. Second Appointment Letter:
    - (1) If the tenant fails to appear on the scheduled appointment date for the face-to-face interview, a second appointment letter shall be sent.
    - (2) Standard form letter shall be generated using Elite.
  - c. Notice of Violation of Rental Agreement:
    - (1) If the tenant fails to appear on the second appointment date for the face-to-face interview, a notice of violation of rental agreement shall be sent to the tenant.
    - (2) Standard form letter shall be generated using Elite.
    - (3) The Successful Bidder shall prepare the notice of violation of rental agreement for the Asset Management Project (AMP) Manager's signature.
  - d. Postage and envelopes will be supplied by the HPHA.

4. Conduct face-to-face recertification interview and gather documents:
  - a. Interview and gather statements, facts and information received from the family with regard to income (past, present, anticipated), composition and needs to determine the family's countable income, eligibility, rent and unit size.
  - b. Review "Family Update Form" for family composition, income, assets, etc.
    - (1) Review all forms submitted, assist with completion of the forms if necessary.
    - (2) All forms must be completed, signed and dated.
    - (3) Compare the form with the last interim/annual recertification on file to check for any changes which may have taken place. Actions required for changes of income reported within the 12-month annual recertification period shall be as follows:
      - i. Decreased or loss of income – process interim recertification for the tenant prior to completing the annual certification for the 12-month annual recertification period.
      - ii. Increased income – interim recertification is not required, but increase income shall be notated in the tenant file.
  - c. Review and confirm Community Service Requirement.
    - (1) Family members age 18 years or older must provide third party documentation of fulfilling the Community Service Requirement or indicate exempt status.
  - d. Interpret and explain policies and procedures regarding requirements for continued occupancy to residents.
  - e. Obtain tenant signature on supplemental rental agreement.
5. Post-interview follow-up.
  - a. Third-party verification.

- (1) All circumstances and documentations self-certified or provided by a non-third party must be verified through Third Party Verification. This includes, but not limited to all forms of income, full time student status for students 18 years or older, child care and/or medical expenses, and assets. Third-party verification shall adhere to the HUD guidance in relation to all tenant employment and income information in accordance with 24 CFR §5.233, and HUD administrative guidance.
  - (2) Employment verification may be verified through the Work Number Website. The HPHA will provide user ID and access to the Successful Bidder.
  - (3) Asset Verification Form and Employer Verification Form to be provided by the HPHA.
  - (4) Mail third party verification forms/letters necessary to validate the circumstances. Postage and mailing envelopes shall be provided by the HPHA.
- b. Once all documentation has been obtained and verified, evaluate the family's income, assets and composition to determine eligibility, deductions/allowances and tenant rent amount. Allow the family to choose Flat Rent or Formula Based Rent.
  - c. Document methods of calculation and the reason(s) for actions taken.
  - d. Receive and respond to telephone inquiries made by tenants who have been interviewed.
  - e. Receive and respond to tenants walk-ins by tenants who have been interviewed.
6. Emphasys Elite System data entry and submission.
    - a. The HPHA may provide a one-time training for data entry into the Elite System upon request of the CONTRACTOR. Should there be personnel turnovers during the term of the contract period; the Successful Bidder shall be responsible to provide training to all new staff assigned to provide tenant recertification services.
    - b. For interim and annual recertification(s) that are between 9 months to 12 months:

- (1) Enter all information accurately from the Form HUD-50058 into Elite and certify the recertification in Elite for upload.
    - (2) The HPHA shall upload the certified recertification data into the HUD Public and Indian Housing Information Center database.
    - (3) The Successful Bidder shall be responsible for correcting errors generated from the data upload.
  - c. For interim and recertification(s) that are between 13 months to 23 months past due:
    - (1) Enter all information accurately from the Form HUD-50058 into Elite and certify the recertification in Elite for upload.
    - (2) The HPHA shall upload the certified recertification data into the HUD Public and Indian Housing Information Center database.
    - (3) The Successful Bidder shall be responsible for correcting errors generated from the data upload.
  - d. For interim and recertification(s) that are 24 months to 36 months past due:
    - (1) Enter all information accurately from the Form HUD-50058 into Elite for each 12 month period. Do not certify the data for upload.
    - (2) Print and file the Form HUD-50058 in the tenant file.
7. Tenant notification and close-out.
- a. Print notification of eligibility determination letter generated from Elite.
  - b. Send eligibility determination letter and fully signed supplemental rental agreement to tenant. Postage and envelopes to be provided by the HPHA.
  - c. Adjust tenant account in Elite for credit due if rent was overpaid by the tenant.

- d. Determine whether retroactive rent is to be charged and document on file that retroactive rent is not chargeable to the tenant due to late recertification as a result of staff shortage.
- e. Determine whether a case should be processed for suspected fraud based on the verified information from sources such as the HUD EIV system, UIV non-HUD system, Departmental public assistance offices, employer reports, tax returns, etc. Prepare and forward a written report of facts accompanied by supporting documents and/or computations to the applicable AMP Manager for action.
- f. Monitor and respond to tenant recertification inquiries as necessary.
- g. Maintain hard copy files and interfile the documents in the existing applicable tenant files located at the AMP management office. Documents shall be filed in accordance with instructions provided in the HPHA checklist.

8. Quality Control.

- a. The HPHA or HPHA designee shall review, at minimum, 10 percent (10%) of the recertifications completed by the Successful Bidder for quality control purposes.
- b. The Successful Bidder shall take appropriate corrective actions to rectify performance and recertification issues.
  - (1) Performance issues requiring the Successful Bidder's action shall be implemented and rectified within four (4) working days of receipt of notification issued by the HPHA.
  - (2) Recertification issues requiring tenant responses shall be initiated within four (4) working days of receipt of notification issued by the HPHA.
  - (3) All corrective actions taken are at the sole expense of the Successful Bidder. Services provided for correction actions taken are not billable to the HPHA.

9. Standard of Conduct.

The Successful Bidder's personnel shall maintain professional working relationships with various private and government agencies and entities to obtain information and services necessary to assist families.

10. Confidentiality of Information.

The Successful Bidder shall ensure the confidentiality of all information, documents, or materials viewed, discussed or provided to personnel concerning the public housing tenants/residents. The Successful Bidder's personnel shall not provide confidential information to the tenants and the general public without expressed written consent of the HPHA.

11. The Successful Bidder agrees to remove all personnel assigned to this project if arrested for any major crime or felony, pending final resolution of the investigation. The HPHA has final authority to allow the individual to perform the services pending investigation, resolution or conviction. The resulting conviction will disqualify the individual from performing work in any capacity of this project.

12. The Successful Bidder shall ensure that all personnel assigned to this project has not been convicted of selling, dealing, or using controlled substances, such as methamphetamine in or around any state or federal public housing under the jurisdiction of the HPHA.

13. The Successful Bidder shall inform the HPHA of all personnel assigned to this project who is a registered sex offender.

14. The Successful Bidder shall provide the following deliverables to the HPHA:

- a. Timely completion of required interim and or annual recertifications for all cases assigned.
- b. Documentation of all recertifications that were processed and filed in the existing tenant files in accordance with the HPHA checklist.
- c. Summary report of possible fraud cases referred to the AMP Manager. Report to include tenant head of household name, social security number, and unit ID.

**B. Personnel Requirements**

1. All personnel assigned to the resulting Contract shall meet the following requirements:

- a. Certified in occupancy and rent calculation or equivalent certification by an independent third party approved by the HPHA.
- b. Minimum one (1) year of working experience in conducting

federal public housing tenant annual recertifications.

- c. No criminal history.
- d. Familiar with the HUD regulations and working knowledge of the key regulatory citations governing annual certifications.
- e. Familiarity with Emphasys Elite System is preferred, but not required.

2. The Successful Bidder shall:

- a. Dedicate one (1) project coordinator for the resulting contract. The project coordinator and shall:
  - (1) Serve as the main contact for the HPHA;
  - (2) Supervise all of the Successful Bidder's personnel assigned to the resulting contract; and
  - (3) Provide training to the Successful Bidder's personnel should there be personnel turnover during the term of the contract period.
- b. Ensure that all personnel meet the minimum qualifications, including licensing and experience requirements as appropriate.
- c. Maintain and implement a plan to ensure minimal disruption of services due to staff turnovers, vacancies, vacation, or other personnel changes.
- d. Be solely responsible for the behavior and conduct of their employees or agents on the HPHA property and shall instruct personnel to fully cooperate with the Contract Administrator.
- e. Agree to remove employee(s) from providing services to the HPHA upon written request by the Contract Administrator.

3. Smoking of tobacco or any other plant material is strictly prohibited on HPHA properties. The CONTRACTOR agrees and shall adhere to this no-smoking prohibition while on HPHA property. Such violation may be considered a breach of this Contract and result in suspension or termination.

## **C. Administrative Requirements**

### **1. Administrative Policies**

The Successful Bidder shall maintain its own written policies, at a minimum, addressing the following:

- a. Drug Free Workplace Policy;
- b. Sexual Harassment Awareness in the Workplace Policy;
- c. Non-Violence in the Workplace Policy;
- d. Standards of Conduct;
- e. Fair Housing; and
- f. Americans with Disabilities Act.

The Successful Bidder shall maintain evidence that all staff were adequately informed of their requirements and obtain their agreement to comply with the said policies. The Successful Bidder shall be solely responsible for the conduct of their employees and for their compliance with its administrative policies.

The Successful Bidder further agrees and shall include in its administrative policy that it does not and shall not discriminate against any employee or applicant for employment.

Such action shall include, without limitation, to the following:

- a. Employment, upgrading, demotion, or transfer;
- b. Recruitment or recruitment advertising;
- c. Layoff or termination;
- d. Rates of pay or other forms of compensation; and
- e. Selection for training, including apprenticeship.

The Successful Bidder shall comply with requirements of the Department of Housing and Urban Development, pursuant to its regulations issued under Title VI of the Civil Rights Act of 1964; said regulations set forth in 24, CFR, Subtitle A, Part I.I et seq.

### **2. Payment**

The HPHA shall compensate the Successful Bidder for completed tenant recertification case(s) at the accepted bid price per case for the case category of services rendered.

All compensation claims shall be subject to the following:

- a. Pursuant to section 103-10, HRS, the HPHA shall have thirty (30) calendar days after receipt of a proper invoice and satisfactory delivery of goods or performance of the services to make payment. Upon receipt of the invoice, the HPHA shall date stamp the invoice, and use this receipt date to calculate that thirty (30) day payment period. For the purposes of this paragraph, the Successful Bidder's invoice date shall not be considered.

For this reason, the HPHA will reject any bid submitted with a condition requiring payment within a shorter period. Further, the HPHA will reject any bid submitted with a condition requiring interest payments greater than that allowed by section 103-10, HRS, as amended.

- b. The Successful Bidder shall submit an original itemized invoice for services rendered on a monthly basis to:

Hawaii Public Housing Authority  
Property Management and Maintenance Services Branch  
1002 North School Street  
P.O. Box 17907  
Honolulu, HI 96817

- c. All invoices shall reference the Contract number assigned to the Contract. Payment shall be processed in accordance with section 103-10, HRS, upon certification by the Contract Administrator that the Successful Bidder has satisfactorily provided the goods and services specified. Payment shall be made based on the actual number of tenant recertification cases completed by the Successful Bidder as detailed in the Contract.
- d. Monthly invoices shall be itemized and include service date(s), Asset Management Project number, property name, tenant head of household name, number of current recertification cases, number of delinquent recertification cases completed by case category, unit price(s), and total amount due.
- e. Invoice for the month of June shall be submitted to the HPHA by the 30th of June for payment processing in order to comply with the HPHA's fiscal year-end close out processes.
- f. On a monthly basis, the HPHA will submit a report to the CONTRACTOR listing any discrepancies or Contract violation(s) which need correction. These discrepancies or Contract violation(s) must be corrected or implemented within four (4)

working days of receiving the notification from the HPHA to avoid delays in payment issuance or payment adjustment purposes.

- g. For final payment, the Successful Bidder must submit a valid tax clearance certificate and a “Certification of Compliance for Final Payment” (Form SPO-22). A copy of Form SPO-22 is available at [www.spo.hawaii.gov](http://www.spo.hawaii.gov). Select “Forms for Vendors/Contractors” from the Chapter 103D, HRS link. An original tax clearance certificate, not over two months old, with an original green certified copy stamp, and Form SPO-22 must accompany the invoice for final payment. A valid HCE Certificate of Vendor Compliance, in lieu of the tax clearance, is acceptable.

**Section 3**  
**Bid Offer Form and Instructions**

## Section 3

### Bid Offer Form and Instructions

#### General Instructions for Completing Bid Offer Form

- Bid offers shall be submitted to the HPHA in the prescribed form outlined in this IFB.*
- No supplemental literature, brochures or other unsolicited information should be included in the bid packet.*
- A written response is required for each line item unless indicated otherwise.*

#### I. Bid Offer Form

The Bid Offer Form must be completed and submitted to the HPHA by the required due date and time and in the form prescribed by the HPHA. See Attachment 2. **Email and facsimile transmissions shall not be accepted.**

Bidders are reminded to submit the following certifications and documentations along with the Bid Offer Form:

- A. Department of Labor and Industrial Relations, Certificate of Compliance with Section 3-122-112, HAR, Form LIR#27;
- B. Department of Commerce and Consumer Affairs, Certificate of Good Standing;
- C. Hawaii State Tax Clearance Certificate;
- D. Federal Tax Clearance Certificate;
- E. Wage Certificate;
- F. Corporate Resolution evidencing who is authorized to sign bid and contractual documents on behalf of the bidder; and
- G. Copy of Occupancy and Rent Calculation Certificate or equivalent certification for personnel to be assigned to the resulting Contract if awarded.
- H. Resumes of staff to be assigned to the resulting Contract if awarded.

In lieu of providing separate certificates for items A, B, C, and D above, bidders may register via Hawaii Compliance Express (HCE), an online application at <http://vendors.ehawaii.gov/hce/> and submit the HCE Certificate of Vendor Compliance instead.

Bidders are responsible to review the Specifications, General Conditions, and Special Conditions carefully. Submission of a bid offer shall be regarded as the bidder's assurance that he/she is willing and able to comply with the Specifications, General Conditions, and Special Conditions of the IFB. The HPHA shall not consider bid offers that are contingent upon changes or exceptions to the Specifications, General Conditions and Special Conditions. Bid offers that are conditioned upon changes or exceptions shall be automatically rejected.

Submission of a bid offer shall also be regarded as a bidder's assurance that he/she is willing and able to begin services effective upon the State's issuance of a Notice to Proceed. The HPHA shall not consider bid offers from bidders who are unable to provide the specified services effective upon the State's issuance of a Notice to Proceed.

Bidders shall submit their bid offer under the bidder's exact legal name that is registered with the Department of Commerce and Consumer Affairs and shall indicate this exact legal name in the appropriate space on page 1 of the Bid Offer Form. Failure to do so may delay execution of the resulting Contract if awarded.

The bidder's authorized signature shall be an original signature in ink. If page 1 of the Bid Offer Form is not signed or the affixed signature is a facsimile or a photocopy, the bid offer shall be automatically rejected.

The successful bid shall be the lowest responsive and responsible Grand Total Unit id Price, which is the sum of the Total Unit Bid Prices for the Initial 12-Month Period, Option Year 1, and Option Year 2.

A bid security deposit is not required for this IFB. The Bid Offer Form is attached to this IFB as Attachment 2. See Attachment 2.

## **II. HUD Forms**

### **A. Instructions to Offerors Non-Construction, form HUD 5369-B**

The form HUD 5369-B is provided for bidder's information and reference. Form HUD 5369-B is attached and can also be found at [www.hudclips.org](http://www.hudclips.org). See Attachment 11.

### **B. Certification and Representations of Offerors, form HUD 5369-C**

The form HUD 5369-C must be completed and submitted to the HPHA with the Bid Offer Form by the required due date and time, and in the form prescribed by the State Contracting Office. The certification must be signed and dated by an authorized representative. Form HUD 5369-C is attached and can also be found at [www.hudclips.org](http://www.hudclips.org). See Attachment 12.

**C. General Conditions, Form 5370-C**

The form HUD 5370-C is provided for bidder's information and reference. See Attachment 10.

The General Conditions, Form 5370-C shall be incorporated into the Contract with the Successful Bidder.

**III. General Conditions**

The State General Conditions, AG-008 103D General Conditions are attached for bidder's review and information. See Attachment 9.

The AG-008 103D General Conditions shall be incorporated into the Contract with the Successful Bidder.

(END OF SECTION)

## **Section 4**

# **Bid Evaluation & Award**

## **Section 4**

### **Bid Evaluation & Award**

#### **I. Bid Evaluation**

All bid offers received by the due date and time will be reviewed by the HPHA. A bid offer determined to be in exact conformity of the requirements in the IFB, shall be known as a “responsible bid.” Information provided in/with the bid offer that results in a determination that the bidder has the technical and financial capacity to deliver the goods or services, shall be known as a “responsive bid.”

#### **II. Method of Award**

Award shall be made to the responsible and responsive bidder submitting the lowest Grand Total Unit Bid Price, which is the sum of the Total Unit Bid Prices for the Initial 12-Month Period, Option Year 1 and Option Year 2. To be considered a responsive bid and eligible for award, the bidder must submit a bid price for all case categories listed on the Bid Offer Form.

In the event there are no responsive and responsible bid offers, the HPHA may use an alternative procurement method pursuant to section 3-122-35, HAR. The HPHA may re-solicit or conduct an alternative procurement method for the services.

The lowest bid must conform to all requirements of the IFB in order to be determined responsive.

## **Section 5**

### **Attachments**

- |  |                          |
|--|--------------------------|
| 1. Wage Certificate  | Due January 5, 2015      |
| 2. Bid Offer Form  | Due January 5, 2015      |
| 3. Sample Contract Based on Competitive Sealed Bids for Goods and Services (6/22/2009) | For Bidder's information |
| 4. Sample – Attachment S1, Scope of Services   | For Bidder's information |
| 5. Sample – Attachment S2, Compensation and Payment Schedule                           | For Bidder's information |
| 6. Sample – Attachment S3, Time of Performance   | For Bidder's information |
| 7. Sample – Attachment S4, Certificate of Exemption from Civil Service                 | For Bidder's information |
| 8. Sample – Attachment S5, Special Conditions  | For Bidder's information |
| 9. General Conditions, AG-008 103D General Conditions                                  | For Bidder's information |
| 10. General Conditions, Federal form HUD 5370-C  | For Bidder's information |
| 11. Instructions to Offerors, form HUD 5369-B  | For Bidder's information |
| 12. Certification and Representations of Offerors, Form HUD 5369-C                     | Due January 5, 2015      |
| 13. 2014 and 2015 Hawaii State Government Observed Holidays                            | For Bidder's information |